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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
Western Division**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

VS.

JULIE ANNE DARRAH and VIVID
FINANCIAL MANAGEMENT, INC.,

Defendants.

PC&J JOINT VENTURES, LLC

Relief Defendant

Case No. 2:23-CV-08843-DSF-AGR

**CONSENT OF DEFENDANT
JULIE ANNE DARRAH**

1 **CONSENT OF DEFENDANT JULIE ANNE DARRAH**

2 1. Defendant Julie Anne Darrah (“Defendant”) waives service of a
3 summons and the complaint in this action, enters a general appearance, and admits
4 the Court’s jurisdiction over Defendant and over the subject matter of this action.
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6 2. Without admitting or denying the allegations of the complaint (except as
7 provided herein in paragraph 13 and except as to personal and subject matter
8 jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the
9 Judgment in the form attached hereto (the “Judgment”) and incorporated by reference
10 herein, which, among other things:
11

12 (a) permanently enjoins Defendant from violations of Section 17(a)
13 of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77q],
14 Section 10(b) of the Securities Exchange Act of 1934 (“Exchange
15 Act”) [15 U.S.C. § 78j(b)], and Rule 10b-5 promulgated
16 thereunder [17 C.F.R. § 240.10b-5] and Sections 206(1), (2), and
17 (4), and 207 of the Investment Advisers Act of 1940 (“Advisers
18 Act”) [15 U.S.C. §§ 80b-6(1),(2), (4) and (7)], and Rules 206(4)-2
19 and 206(4)-7 thereunder [17 C.F.R. §§ 275.206(4)-2 and
20 207.206(4)-7].
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22 (b) orders Defendant to pay disgorgement in an amount to be
23 determined by this Court, plus prejudgment interest thereon in an
24 amount to be determined by this Court;
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- (c) orders Defendant to pay a civil penalty in an amount to be determined by this Court, pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)], Section 21(d) of the Exchange Act [15 U.S.C. §78u(d)(3)] and Section 209(e) of the Advisers Act [15 U.S.C. § 80b-9(e)]; and
- (d) orders that, pursuant to Section 21(d)(1) and (d)(5) of the Exchange Act [15 U.S.C. § 78u(d)(5)], Section 20(b) of the Securities Act [15 U.S.C. §§ 77t(b)], and Section 209(d) of the Advisers Act [15 U.S.C. §§ 80b-9(d)], Defendant be permanently enjoined from directly or indirectly participating in the offer, sale, or transfer of any security on behalf of any other person or any entity, including in her capacity as a trustee for such other person or entity; provided, however that such injunction shall not prevent Darrah from purchasing or selling securities for her own personal account.

3. Defendant acknowledges that the civil penalty paid pursuant to the Final Judgment may be distributed pursuant to the Fair Fund provisions of Section 308(a) of the Sarbanes-Oxley Act of 2002. Regardless of whether any such Fair Fund distribution is made, the civil penalty shall be treated as a penalty paid to the government for all purposes, including all tax purposes. To preserve the deterrent effect of the civil penalty, Defendant agrees that she shall not, after offset or

1 reduction of any award of compensatory damages in any Related Investor Action
2 based on Defendant's payment of disgorgement in this action, argue that she is
3 entitled to, nor shall she further benefit by, offset or reduction of such compensatory
4 damages award by the amount of any part of Defendant's payment of a civil penalty
5 in this action ("Penalty Offset"). If the court in any Related Investor Action grants
6 such a Penalty Offset, Defendant agrees that she shall, within 30 days after entry of a
7 final order granting the Penalty Offset, notify the Commission's counsel in this action
8 and pay the amount of the Penalty Offset to the United States Treasury or to a Fair
9 Fund, as the Commission directs. Such a payment shall not be deemed an additional
10 civil penalty and shall not be deemed to change the amount of the civil penalty
11 imposed in this action. For purposes of this paragraph, a "Related Investor Action"
12 means a private damages action brought against Defendant by or on behalf of one or
13 more investors based on substantially the same facts as alleged in the Complaint in
14 this action.

19 4. Defendant agrees that she shall not seek or accept, directly or indirectly,
20 reimbursement or indemnification from any source, including but not limited to
21 payment made pursuant to any insurance policy, with regard to any civil penalty
22 amounts that Defendant pays pursuant to the Final Judgment, regardless of whether
23 such penalty amounts or any part thereof are added to a distribution fund or otherwise
24 used for the benefit of investors. Defendant further agrees that she shall not claim,
25 assert, or apply for a tax deduction or tax credit with regard to any federal, state, or
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1 local tax for any penalty amounts that Defendant pays pursuant to the Final
2 Judgment, regardless of whether such penalty amounts or any part thereof are added
3 to a distribution fund or otherwise used for the benefit of investors.
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5. Defendant agrees that the Court shall order disgorgement of ill-gotten
6 gains, prejudgment interest thereon, and a civil penalty pursuant to Section 20(d) of
7 the Securities Act [15 U.S.C. § 77t(d)], Section 21(d)(3) of the Exchange Act [15
8 U.S.C. § 78u(d)(3)] and Section 209(e) of the Advisers Act [15 U.S.C. § 80b-9(e)].
9 Defendant further agrees that the amounts of the disgorgement and civil penalty shall
10 be determined by the Court upon motion of the Commission, and that prejudgment
11 interest shall be calculated from July 25, 2023, based on the rate of interest used by
12 the Internal Revenue Service for the underpayment of federal income tax as set forth
13 in 26 U.S.C. § 6621(a)(2). Defendant further agrees that in connection with the
14 Commission's motion for disgorgement and/or civil penalties, and at any hearing held
15 on such a motion: (a) Defendant will be precluded from arguing that she did not
16 violate the federal securities laws as alleged in the Complaint; (b) Defendant may not
17 challenge the validity of this Consent or the Final Judgment; (c) solely for the
18 purposes of such motion, the allegations of the Complaint shall be accepted as and
19 deemed true by the Court; and (d) the Court may determine the issues raised in the
20 motion on the basis of affidavits, declarations, excerpts of sworn deposition or
21 investigative testimony, and documentary evidence, without regard to the standards
22 for summary judgment contained in Rule 56(c) of the Federal Rules of Civil
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1 Procedure. In connection with the Commission's motion for disgorgement and/or
2 civil penalties, the parties may take discovery, including discovery from appropriate
3 non-parties.
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5 6. Defendant waives the entry of findings of fact and conclusions of law
6 pursuant to Rule 52 of the Federal Rules of Civil Procedure.
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8 7. Defendant waives the right, if any, to a jury trial and to appeal from the
9 entry of the Final Judgment.

10 8. Defendant enters into this Consent voluntarily and represents that no
11 threats, offers, promises, or inducements of any kind have been made by the
12 Commission or any member, officer, employee, agent, or representative of the
13 Commission to induce Defendant to enter into this Consent.
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15 9. Defendant agrees that this Consent shall be incorporated into the Final
16 Judgment with the same force and effect as if fully set forth therein.
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18 10. Defendant will not oppose the enforcement of the Final Judgment on the
19 ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of
20 Civil Procedure, and hereby waives any objection based thereon.
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22 11. Defendant waives service of the Final Judgment and agrees that entry of
23 the Final Judgment by the Court and filing with the Clerk of the Court will constitute
24 notice to Defendant of its terms and conditions. Defendant further agrees to provide
25 counsel for the Commission, within thirty days after the Final Judgment is filed with
26 the Clerk of the Court, with an affidavit or declaration stating that Defendant has
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1 received and read a copy of the Final Judgment.

2 12. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims
3 asserted against Defendant in this civil proceeding. Defendant acknowledges that no
4 promise or representation has been made by the Commission or any member, officer,
5 employee, agent, or representative of the Commission with regard to any criminal
6 liability that may have arisen or may arise from the facts underlying this action or
7 immunity from any such criminal liability. Defendant waives any claim of Double
8 Jeopardy based upon the settlement of this proceeding, including the imposition of
9 any remedy or civil penalty herein. Defendant further acknowledges that the Court's
10 entry of a permanent injunction may have collateral consequences under federal or
11 state law and the rules and regulations of self-regulatory organizations, licensing
12 boards, and other regulatory organizations. Such collateral consequences include, but
13 are not limited to, a statutory disqualification with respect to membership or
14 participation in, or association with a member of, a self-regulatory organization. This
15 statutory disqualification has consequences that are separate from any sanction
16 imposed in an administrative proceeding. In addition, in any disciplinary proceeding
17 before the Commission based on the entry of the injunction in this action, Defendant
18 understands that she shall not be permitted to contest the factual allegations of the
19 complaint in this action.

20 13. Defendant understands and agrees to comply with the terms of 17 C.F.R.
21 § 202.5(e), which provides in part that it is the Commission's policy "not to permit a
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1 defendant or respondent to consent to a judgment or order that imposes a sanction
2 while denying the allegations in the complaint or order for proceedings,” and “a
3 refusal to admit the allegations is equivalent to a denial, unless the defendant or
4 respondent states that he neither admits nor denies the allegations.” As part of
5 Defendant’s agreement to comply with the terms of Section 202.5(e), Defendant: (i)
6 will not take any action or make or permit to be made any public statement denying,
7 directly or indirectly, any allegation in the complaint or creating the impression that
8 the complaint is without factual basis; (ii) will not make or permit to be made any
9 public statement to the effect that Defendant does not admit the allegations of the
10 complaint, or that this Consent contains no admission of the allegations, without also
11 stating that Defendant does not deny the allegations; (iii) upon the filing of this
12 Consent, Defendant hereby withdraws any papers filed in this action to the extent that
13 they deny any allegation in the complaint; and (iv) stipulates solely for purposes of
14 exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C.
15 §523, that the allegations in the complaint are true, and further, that any debt for
16 disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant
17 under the Final Judgment or any other judgment, order, consent order, decree or
18 settlement agreement entered in connection with this proceeding, is a debt for the
19 violation by Defendant of the federal securities laws or any regulation or order issued
20 under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C.
21 §523(a)(19). If Defendant breaches this agreement, the Commission may petition the
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1 Court to vacate the Final Judgment and restore this action to its active docket.

2 Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right
3 to take legal or factual positions in litigation or other legal proceedings in which the
4 Commission is not a party.

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6 14. Defendant hereby waives any rights under the Equal Access to Justice
7 Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other
8 provision of law to seek from the United States, or any agency, or any official of the
9 United States acting in his or her official capacity, directly or indirectly,
10 reimbursement of attorney's fees or other fees, expenses, or costs expended by
11 Defendant to defend against this action. For these purposes, Defendant agrees that
12 Defendant is not the prevailing party in this action since the parties have reached a
13 good faith settlement.

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15 15. Defendant agrees that the Commission may present the Final Judgment
16 to the Court for signature and entry without further notice.

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18 16. Defendant agrees that this Court shall retain jurisdiction over this matter
19 for the purpose of enforcing the terms of the Final Judgment.

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21 Dated: 11/10/2023



JULIE ANNE DARRAH

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23 On November 10, 2023, a person known to me,
24 personally appeared before me and acknowledged executing the foregoing Consent.

25
26 Notary Public
27 Commission expires:
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See Attached Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

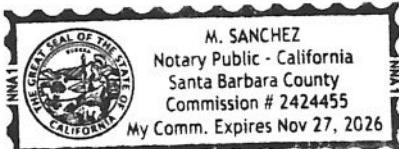
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Santa Barbara)
 On 11-10-2023 before me, M. Sanchez, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Julie Anne Darkah
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

OPTIONAL —

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Partner — Limited General Partner — Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

PROOF OF SERVICE

I am over the age of 18 years and not a party to this action. My business address is:

U.S. SECURITIES AND EXCHANGE COMMISSION,
444 S. Flower Street, Suite 900, Los Angeles, California 90071
Telephone No. (323) 965-3998; Facsimile No. (213) 443-1904.

On November 29, 2023, I caused to be served the document entitled **CONSENT OF DEFENDANT JULIE ANNE DARRAH** on all the parties to this action addressed as stated on the attached service list:

OFFICE MAIL: By placing in sealed envelope(s), which I placed for collection and mailing today following ordinary business practices. I am readily familiar with this agency's practice for collection and processing of correspondence for mailing; such correspondence would be deposited with the U.S. Postal Service on the same day in the ordinary course of business.

PERSONAL DEPOSIT IN MAIL: By placing in sealed envelope(s), which I personally deposited with the U.S. Postal Service. Each such envelope was deposited with the U.S. Postal Service at Los Angeles, California, with first class postage thereon fully prepaid.

EXPRESS U.S. MAIL: Each such envelope was deposited in a facility regularly maintained at the U.S. Postal Service for receipt of Express Mail at Los Angeles, California, with Express Mail postage paid.

HAND DELIVERY: I caused to be hand delivered each such envelope to the office of the addressee as stated on the attached service list.

UNITED PARCEL SERVICE: By placing in sealed envelope(s) designated by United Parcel Service ("UPS") with delivery fees paid or provided for, which I deposited in a facility regularly maintained by UPS or delivered to a UPS courier, at Los Angeles, California.

ELECTRONIC MAIL: By transmitting the document by electronic mail to the electronic mail address as stated on the attached service list.

E-FILING: By causing the document to be electronically filed via the Court's CM/ECF system, which effects electronic service on counsel who are registered with the CM/ECF system.

FAX: By transmitting the document by facsimile transmission. The transmission was reported as complete and without error.

I declare under penalty of perjury that the foregoing is true and correct.

Date: November 29, 2023

/s/ Douglas M. Miller

Douglas M. Miller

SEC v. Julie Anne Darrah, et al
United States District Court—Central District of California
Case No. 2:23-cv-08843-DSF-AGR

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